

MOENCH LAW, LLC

By: Matthew C. Moench, Esq., 031462007

1303 Roger Avenue,

Bridgewater, New Jersey 08807

T: (908) 208-1910

F: (908) 393-7103

moenchlawllc@gmail.com

Attorney for Plaintiffs,

Linda Rizzo-Rupon,

Susan Marshall, and

Noemio Oliveira

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

LINDA RIZZO-RUPON,

SUSAN MARSHALL,

NOEMIEO OLIVEIRA,

Plaintiffs,

vs.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO DISTRICT 141
LOCAL 914,**

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, DISTRICT LODGE 141,**

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO,**

Defendants.

Case No.:

COMPLAINT

Plaintiffs, Linda Rizzo-Rupon, residing at 126 Main Street, Whitehouse Station, New Jersey 08889, Susan Marshall, residing at 156 Plainfield Road, Metuchen, New Jersey 08840, and

Noemio Oliveira, residing at 2275 Biddle Lane Easton, Pennsylvania 18040 (collectively, “Plaintiffs”), by and through undersigned counsel, by way of Complaint against defendants International Association of Machinists and Aerospace Workers, AFL-CIO (“IAM”), with offices at 9000 Machinists Place, Upper Marlboro, Maryland 20772-2687, International Association of Machinists and Aerospace Workers, District Lodge 141 (“IAM District Lodge 141”), with offices at 1771 Commerce Drive, Suite 103, Elk Grove Village, Illinois 60007-2139, and International Association of Machinists and Aerospace Workers District Lodge 141, Local Lodge 914 (“IAM Local Lodge 914”), with offices at 160 Spring Street, Elizabeth, New Jersey, 07201 (collectively, the “Union Defendants”), allege as follows:

BACKGROUND AND NATURE OF THE ACTION

1. Plaintiffs are employees of United Airlines and work out of the Newark, New Jersey airport.

2. In Janus v. AFSCME Council 31, 585 U.S. ____ (2018), the Supreme Court held:

States and public-sector unions may no longer extract agency fees from nonconsenting employees. Under Illinois law, if a public-sector collective-bargaining agreement includes an agency-fee provision and the union certifies to the employer the amount of the fee, that amount is automatically deducted from the nonmember’s wages. §315/6(e). No form of employee consent is required. This procedure violates the First Amendment and cannot continue. Neither an agency fee nor any other payment to the union may be deducted from a nonmember’s wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay. By agreeing to pay, nonmembers are waiving their First Amendment rights, and such a waiver cannot be presumed.

Janus, slip opinion at 48.

3. In Janus, the Supreme Court discussed two of its Railway Labor Act (“RLA”) cases wherein agency fees had been permitted:

Railway Employes v. Hanson, 351 U.S. 225 (1956), and Machinists v. Street, 367

U.S. 740 (1961), “appear[ed] to require validation of the agency shop agreement before [the Court].” 431 U.S., at 226. Properly understood, those decisions did no such thing. Both cases involved Congress’s “*bare authorization*” of private-sector union shops under the Railway Labor Act. Street, supra, at 749 (emphasis added).²⁴

²⁴ No First Amendment issue could have properly arisen in those cases unless Congress’s enactment of a provision allowing, but not requiring, private parties to enter into union-shop arrangements was sufficient to establish governmental action. That proposition was debatable when Abood was decided, and is even more questionable today. See American Mfrs. Mut. Ins. Co. v. Sullivan, 526 U.S. 40, 53 (1999); Jackson v. Metropolitan Edison Co., 419 U.S. 345, 357 (1974). Compare, e.g., White v. Communications Workers of Am., AFL–CIO, Local 13000, 370 F. 3d 346, 350 (CA3 2004) (no state action), and Kolinske v. Lubbers, 712 F. 2d 471, 477–478 (CA DC 1983) (same), with Beck v. Communications Workers of Am., 776 F. 2d 1187, 1207 (CA4 1985) (state action), and Linscott v. Millers Falls Co., 440 F. 2d 14, 16, and n. 2 (CA1 1971) (same). We reserved decision on this question in Communications Workers v. Beck, 487 U. S. 735, 761 (1988), and do not resolve it here.

Janus, slip opinion at 35 and n. 24.

4. Agency fees are authorized under 45 U.S.C. § 152 Eleventh. Plaintiffs’ claims arise under the First and Fifth Amendments to the United States Constitution. They seek to have agency fees declared unconstitutional in the RLA context.

JURISDICTION AND VENUE

5. The Court has subject matter jurisdiction under 28 U.S.C. § 1331, and 28 U.S.C. § 1343.

6. Venue is appropriate in this jurisdiction because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district. 28 U.S.C. § 1391(b)(2).

7. Newark would appear to be the most appropriate Vicinage because the events arose out of Plaintiffs’ employment, which occurred in Newark, New Jersey. See generally, Local Civil Rule 40.1(a).

PARTIES

8. Plaintiff Linda Rizzo-Rupon is an “employee” under 45 U.S.C. § 151 Fifth and 45 U.S.C. § 181. She works at Newark International Airport as a customer service representative. She is covered by a collective bargaining agreement between United Airlines (not a party) and Defendant IAM, District Lodge 141; but, she is not a member of the Union Defendants. She has not signed a dues authorization card.

9. Plaintiff Susan Marshall is an “employee” under 45 U.S.C. § 151 Fifth and 45 U.S.C. § 181. She works at Newark International Airport as a customer service representative. She is covered by a collective bargaining agreement between United Airlines (not a party) and Defendant IAM, District Lodge 141; but, she is not a member of the Union Defendants. She has not signed a dues authorization card.

10. Plaintiff Noemio Oliveira is an “employee” under 45 U.S.C. § 151 Fifth and 45 U.S.C. § 181. He works at Newark International Airport as a customer service representative. He is covered by a collective bargaining agreement between United Airlines (not a party) and Defendant IAM, District Lodge 141; but, he is not a member of the Union Defendants. He has not signed a dues authorization card.

11. Defendant IAM is a “representative” under 45 U.S.C. § 151 Sixth and 45 U.S.C. § 181. Upon information and belief, its main office is located at 9000 Machinists Place, Upper Marlboro, Maryland 20772-2687.

12. Upon information and belief, Defendant IAM District Lodge 141 is a “representative” under 45 U.S.C. § 151 Sixth and 45 U.S.C. § 181. Upon further information and belief, its main office is located at 1771 Commerce Drive, Suite 103, Elk Grove Village, Illinois 60007-2139.

13. Upon information and belief, Defendant IAM Local Lodge 914 is a “representative” under 45 U.S.C. § 151 Sixth and 45 U.S.C. 181. Upon further information and belief, its main office is 160 Spring Street, Elizabeth, New Jersey, 07201.

FACTS

14. United Airlines and Continental Airlines Merger Agreement became effective on October 1, 2010.

15. United Airlines and Continental Airlines were issued a single operating certificate by the Federal Aviation Administration on November 30, 2011.

16. Pre-merger, the United Passenger Service Employees were represented by Defendant IAM and Defendant IAM District Lodge 141.

17. Pre-merger, the Continental Passenger Service Employees were not represented by a union.

18. Post-merger, the National Mediation Board conducted a “single-carrier proceeding,” wherein the Board works out union representation issues where there are mergers. See generally, National Mediation Board Manual § 19.5 (June 12, 2018), a selection of which is attached hereto as **Exhibit 1**.

19. The single-carrier proceeding led to an election whereby the employees could choose between Defendant IAM or no union. Defendant IAM prevailed. United Airlines, 39 NMB 294 (March 8, 2012) (NMB Case No. R-7313), attached hereto as **Exhibit 2**.

20. Currently, all Plaintiffs are in a bargaining unit covered by a collective bargaining agreement titled “Passenger Service Employees 2016-2021 Agreement.” (“PSE Agreement”). A copy of the relevant portions is attached hereto as **Exhibit 3**.

21. As authorized by 45 U.S.C. § 152 Eleventh, Article 8, Part B. 1. of the PSE

Agreement requires nonmembers of Union Defendants to pay an agency fee:

As a condition of employment, all employees of the Company covered by this Agreement will, on the effective Date of this Agreement, become and remain members in good standing of the Union or, in the alternative, render the Union a monthly sum equivalent to the standard monthly dues required of the Union members (“Service Fees.”) Employees covered by this Agreement and hired on or after the Agreement’s effective date will comply with these requirements on or before the 60th day following their initial seniority date.

Id.

22. Article 8, Part B. 8. of the PSE Agreement discusses delinquency of service fees:

If an employee covered by this Agreement becomes delinquent in the payment of monthly dues or Service Fees, the Union will take steps necessary in accordance with its established procedures to notify the employee in writing that he is delinquent in the payment of monthly membership dues or Service Fees as specified herein and accordingly will be subject to discharge as an employee of the Company. If such employee still remains delinquent in the payment of dues or service fees after the Union has completed all steps in its established procedure, the Union will certify in writing to the Company that the employee has failed to remit payment of dues or Service Fees within the grace period allowed under the Union’s procedure and is, therefore, to be discharged. The Company will then promptly notify the employee involved that he is to be discharged from the services of the Company and will promptly take proper steps to so discharge the employee.

Id.

23. Upon information and belief, agency fees are generally collected by Defendant IAM Local Lodge 914 and remitted to Defendant IAM District Lodge 141. See, International Association of Machinists and Aerospace Workers Constitution (January 1, 2017) at Article XXII § 4 pp. 83-84, attached hereto as **Exhibit 4**.

24. Upon information and belief, Defendant IAM District Lodge 141 pays a per capita tax to Defendant IAM on behalf of itself and Defendant IAM Local Lodge 914. See, International Association of Machinists and Aerospace Workers Constitution (January 1, 2017) at Article VII § 4 pp. 41-43. *Id.*

25. Each Plaintiff received a September 8, 2017 letter from Alexander Gerulis,

Secretary Treasurer of Defendant IAM District Lodge 141 (attached hereto as **Exhibit 5**). Plaintiffs were offered an opportunity to join the union. The letters also noted certain fee-payer requirements and a potential penalty for failing to keep up with payments:

According to IAM's records, you are recognized as a fee objector. Therefore, your fee will be reduced per the letter you received. The reduced initiation fee is \$77.87 and the reduced non-member fee is \$43.26/month. You should have already received notice of the obligation to pay initiation and monthly dues or fees when you joined the bargaining unit, but whether or not you did, you now have thirty (30) days from the date of this letter to make your initial payments of the initiation/reinstatement fee and the first month's dues. If you fall two months in arrears in making the required payments you will be terminated from employment under the terms of the collective bargaining agreement.

After making these payments, you must continue to be in compliance with your financial obligations by making monthly payments to the union. The easiest way to meet your obligation going forward is to sign the attached check-off authorization, so that your monthly fees are automatically deducted from your paycheck. If you do not authorize check-off, you are responsible to make monthly payments by check to the union. Even if you agree to check-off, you still should send your first payment for initiation/reinstatement fee and one month's dues or fees to this office by check.

Please fill out and return the application with your payment of \$1221.13 to I.A.M.A.W District Lodge 141 at the address indicated on the letterhead. If you have any questions about these materials or have some explanation for nonpayment, please do not hesitate to contact us.

Exhibit 5.¹

26. Perhaps contrary to the Union Defendants' preferred procedure, Plaintiff Rizzo-Rupon has been sending her agency-fee checks to Defendant IAM District Lodge 141 as opposed to Defendant IAM Local Lodge 914. For reasons that are not entirely clear, Plaintiff Rizzo-Rupon's March 2018 and April 2018 checks were returned to her by Defendant IAM District Lodge 141 and requested to be sent to Defendant IAM Local Lodge 914 despite the January 2018,

¹ The handwritten material on Plaintiff Rizzo-Rupon's letter are her own notes.

February 2018, May 2018, June 2018, and July 2018 checks being accepted by Defendant IAM District Lodge 141. A letter from Defendant District Lodge 141 is attached hereto as **Exhibit 6**.

27. Plaintiff Rizzo-Rupon sent replacement checks for the March 2018 and April 2018 checks to Defendant IAM District Lodge 141 on December 27, 2018. Plaintiff Rizzo-Rupon's letter is attached hereto as **Exhibit 7**.

28. Upon information and belief, all Plaintiffs are current in their agency-fee payments.

CAUSES OF ACTION

COUNT I – Agency fee

29. Plaintiffs incorporate paragraph 1 through 28 as though fully set forth herein.

30. Union Defendants, under color of federal law, force employees to financially support the Union Defendants or suffer discharge from their jobs.

31. The Union Defendants' actions are authorized by 45 U.S.C. § 152 Eleventh, yet the federal government lacks a compelling governmental interest to require nonmembers to financially support a union.

32. Plaintiffs are suing the Union Defendants under the First and Fifth Amendments and under 28 U.S.C. § 2201, the Declaratory Judgment Act. More specifically, Plaintiffs seek a declaration that, under Janus and/or any other relevant case law, agency fees are unconstitutional in the Railway Labor Act context.

DEMAND FOR RELIEF

WHEREFORE, Plaintiffs hereby request that this court:

- a. Declare that the RLA's authorization of compulsory agency fees, 45 U.S.C. § 152 Eleventh is unconstitutional.

- b. Enjoin the Union Defendants from attempting to force Plaintiffs to financially support the Union Defendants as a condition of employment.
- c. Award appropriate compensatory and/or nominal damages.
- d. Award Plaintiffs their attorney fees along with costs; and
- e. Grant all other relief that the Court deems just, proper, and equitable.

Patrick J. Wright, Esq.*
Mackinac Center Legal Foundation
140 W. Main Street
Midland, MI 48642
(989) 631-0900
wright@mackinac.org

* *pro hac vice* application pending

By: /s/ Matthew C. Moench
Matthew C. Moench, Esq.
Moench Law, LLC
1303 Roger Avenue
Bridgewater, NJ 08807
(908) 208-1910
moenchlawllc@gmail.com

Counsel for Plaintiffs,
Linda Rizzo-Rupon,
Susan Marshall,
and Noemio Oliveira

January 8, 2019

Exhibit 1

**NATIONAL MEDIATION BOARD
REPRESENTATION MANUAL**



Revised Text Effective June 12, 2018

NOTICE

This Manual provides general procedural guidance to the National Mediation Board's staff with respect to the processing of representation cases before the NMB. Such procedural guidance is not required by or subject to the Administrative Procedure Act. The provisions of this Manual are neither obligatory upon the Members of the Board nor do they constitute the exclusive procedure for the NMB's investigation of representation matters pursuant to the Railway Labor Act.

**Mary L. Johnson
General Counsel**

(Revised text is effective June 12, 2018, and replaces all previous versions of the Manual as of that date.)

business days after the date of the tally. Participants may respond to such allegations by 4 p.m., Eastern Time, seven (7) business days after the General Counsel's receipt of the interference allegations. All submissions must comply with the simultaneous service requirements in Manual Section 1.2.

Allegations of election interference must state a prima facie case that the laboratory conditions were tainted and must be supported by substantive evidence. Allegations of election interference not sufficiently supported by substantive evidence will be dismissed.

If the NMB finds a prima facie case of election interference, the General Counsel will notify the participants in writing or electronically.

18.0 BARS TO REPRESENTATION APPLICATIONS

The NMB's representation bar procedures are set forth in the NMB Rule §1206.4 (29 CFR §1206.4).

19.0 MERGER PROCEDURES

19.1 Merger

Merger is a consolidation, merger, purchase, lease, operating contract, acquisition of control, or similar transaction of two or more business entities.

19.2 Authority

Pursuant to Section 2, Ninth, the NMB, upon an Application, has the authority to resolve representation disputes arising from a merger involving a Carrier or Carriers covered by the RLA. The NMB will consider these representation issues on a case-by-case basis.

19.3 Notice to NMB

A Carrier should notify the NMB electronically at OLA-efile@nmb.gov when any of the transactions described in Section 19.1 occur, or of:

- 1) an intent to merge, at the same time it files with the Surface Transportation Board (STB) or the Department of Transportation (DOT); and
- 2) a completed merger including the date of the merger and the Carriers (or business entities) involved.

Notices must comply with the service requirements of Section 1.2.

19.4 Initiation of Procedure for Determination of a Single Transportation System

Any organization or individual may file an application, supported by evidence of representation or a showing of interest (See Section 19.601), seeking a NMB determination that a single transportation system exists.

19.5 Merger Investigations

After an application is filed, the NMB will conduct a pre-docket investigation to determine whether a single transportation system exists. The investigation may take any form appropriate to the determination.

19.501 Factors Indicating a Single Transportation System

The following are some indicia of a single transportation system:

- (1) published combined schedules or combined routes;
- (2) standardized uniforms;
- (3) common marketing, markings or insignia;
- (4) integrated essential operations such as scheduling or dispatching;
- (5) centralized labor and personnel operations;
- (6) combined or common management, corporate officers, and board of directors;
- (7) combined workforce; and,
- (8) common or overlapping ownership.

19.6 Procedure After Finding Single Transportation System

If the NMB determines that a single transportation system exists, the investigation will proceed to address the representation of the proper craft or class. The bar rules in NMB Rule §1206.4 (29 CFR § 1206.4) do not apply to applications filed under this section.

Exhibit 2

IN THE MATTER OF THE REPRESENTATION OF..., 39 NMB 294 (2012)

39 NMB 294 (N.M.B.), 39 NMB No. 30, 2012 WL 786234

National Mediation Board (NMB)

IN THE MATTER OF THE REPRESENTATION OF EMPLOYEES
OF UNITED AIRLINES PASSENGER SERVICE EMPLOYEES

Case No.

March 8, 2012

***294 CERTIFICATION**

****1** The services of the National Mediation Board (Board) were invoked by the International Association of Machinists and Aerospace Workers (IAM) on September 20, 2011, to investigate and determine who may represent for the purposes of the Railway Labor Act (RLA), as provided by Section 2, Ninth, thereof, personnel described as "Passenger Service Employees," employees of United Air Lines (Carrier).

At the time this application was received, these employees were represented in part by the IAM and in part by the International Brotherhood of Teamsters.

The Board assigned Investigators Maria-Kate Dowling and Angela I. Heverling to investigate.

FINDINGS

The investigation disclosed that a dispute existed among the craft or class of Passenger Service Employees, and by direction of the Board, the Investigators were instructed to conduct an election to determine the employees' representation choice.

The following is the result of the election as reported by Investigators Dowling and Heverling.

Election Results for Passenger Service Employees

Eligible Employees	16,720
Total Valid Votes	14,170
IAM	8,240
Other	65
Void	13
"No" Votes	5,865

IN THE MATTER OF THE REPRESENTATION OF..., 39 NMB 294 (2012)

*295 The Board further finds that: the Carrier and employees in this case are, respectively, a Carrier and employees within the meaning of the RLA, as amended; this Board has jurisdiction over the dispute involved herein; and the interested parties, as well as the Carrier, were given due notice of the Board's investigation.

CERTIFICATION

NOW, THEREFORE, in accordance with Section 2, Ninth, of the RLA, as amended, and based upon its investigation pursuant thereto, the Board certifies that the International Association of Machinists and Aerospace Workers has been duly designated and authorized to represent for the purposes of the RLA, as amended, the craft or class of Passenger Service Employees, employees of United Air Lines/Continental Airlines, its successors and assigns.

By direction of the NATIONAL MEDIATION BOARD.

Mary L. Johnson

General Counsel

39 NMB 294 (N.M.B.), 39 NMB No. 30, 2012 WL 786234

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Exhibit 3



Passenger Service Employees 2016 – 2021 Agreement

**Between United Airlines and
The International Association of Machinists
And Aerospace Workers (IAMAW)**

2016 - 2021 PASSENGER SERVICE AGREEMENT

ARTICLE 8

UNION REPRESENTATION

ARTICLE 8: UNION REPRESENTATION

A. Recognition The Company recognizes the Union as the exclusive representative and sole collective bargaining agent with respect to rates of pay, rules and working conditions for all employees employed by the Company composing the craft or class of Passenger Service Employees for purposes of the Railway Labor Act, pursuant to the certification issued by the National Mediation Board on March 8, 2012, in Case No. R-7313.

B. Union Security

1. As a condition of employment, all employees of the Company covered by this Agreement will, on the Effective Date of this Agreement, become and remain members in good standing of the Union or, in the alternative, tender the Union a monthly sum equivalent to the standard monthly dues required of the Union members ("Service Fees.") Employees covered by this Agreement and hired on or after the Agreement's effective date will comply with these requirements on or before the 60th day following their initial seniority date.

2. During the life of this Agreement the Company agrees to deduct from the pay of each member of the Union and remit to the Union standard initiation (or reinstatement) fee, Service Fees, and monthly membership dues uniformly levied in accordance with the constitution and by-laws of the Union as prescribed by the Railway Labor Act, as amended, provided such member of the Union voluntarily executes form(s), to be known as a check-off form. Such authorization form will be provided by the Union, and will provide such information as the Company may require to make the deductions. The Company will pay over to the District Lodge 141 the wages withheld for such fees and/or dues. The amount so withheld will be deducted from the appropriate paycheck, reported and paid to the Union monthly. The employee's employee number, last name, first name, middle initial, dues or fees deducted, dues rate, rate of pay, station code, department, job, and status of employment will be transmitted with the monthly fees/dues.

a. The Company will advise the Union of the name, employee number, hire date, home address, station code, department, job of any new hires and the names, employee numbers and dates of all other employees covered by the Agreement who have been terminated, laid off, retired, transferred, changed status, or recalled at the time the Company turns over the monies to the Union per above.

3. It will be the responsibility of any employee who is not on a dues deduction program to keep their membership current by direct payments of monthly dues or Service Fees to the Union.

4. No employee covered by this Agreement or an employee whose employment is terminated pursuant to the provisions of this Section B, nor the Union, will have any claim for loss of time, wages or any other damages against the Company because of the Company's agreeing to this Section B of this Agreement or because of any alleged violation, misapplication, compliance or non-compliance with any of the provisions of this Section B. The Union will indemnify the Company and hold the Company harmless from any and all such claims and any and

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ARTICLE 8

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all legal fees incurred by the Company in connection therewith, except to the extent that such claims or fees are finally determined by a court of competent jurisdiction to have resulted from the gross negligence, fraud or willful misconduct of the Company. If the Company is named as a defendant or charged party in any action by an individual discharged pursuant to the provisions of this Article, the Company will promptly notify the Union and the Union will undertake the defense of the case. Subject to the Company's right to elect to undertake its own defense, the Union will maintain the exclusive right to defend, settle, mitigate damages, litigate, and/or take whatever action it deems necessary and proper through attorneys of the Union's choosing and at the Union's cost. If the Company decides to retain its own counsel, it will do so at its own cost, and not at the cost of the Union, and if the Company elects to undertake its own defense the Union will be relieved of its obligation in this Section to indemnify the Company and hold the Company harmless. Nothing in this Section will prohibit the Union from filing a claim against the Company for non-compliance with this Section B or obligate the Union to indemnify the Company for, hold the Company harmless from, or defend the Company in the event the Union files such a claim against the Company.

5. Any employee maintaining, or maintaining and accruing, seniority under this Agreement but not employed in a classification covered by this Agreement will not be required to maintain Union membership during such employment but may do so at his option. Should such employee return to a classification covered by this Agreement, he will be required to become a member of the Union within 15 days after the date he returns to such classification, and will, as a condition of employment in classifications covered by this Agreement, become a member of the Union and maintain membership in the Union so long as this Section B remains in effect, to the extent of paying an initiation (or reinstatement) fee and/or monthly membership dues or Service Fees.

6. The payment of membership dues or Service Fees will not be required as a condition of employment during leave of absence without pay.

7. The provisions of this Section B will not apply to any employee covered by this Agreement to whom membership in the Union is not available by tender of initiation (or reinstatement) fee, if applicable, and monthly dues or Service Fees, upon the same terms and conditions as are generally applicable to any other employee of his classification at his point on the Company's system or in the local lodge on the Company's system to which assigned by the Union, or to any employee to whom membership in the Union is denied or terminated for any reason other than the failure of the employee to tender initiation (or reinstatement) fee, if applicable, and monthly dues.

8. If an employee covered by this Agreement becomes delinquent in the payment of monthly dues or Service Fees, the Union will take steps necessary in accordance with its established procedures to notify the employee in writing that he is delinquent in the payment of monthly membership dues or Service Fees as specified herein and accordingly will be subject to discharge as an employee of the Company. If such employee still remains delinquent in the payment of dues or service fees after the Union has completed all steps in its established procedure, the

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Union will certify in writing to the Company that the employee has failed to remit payment of dues or Service Fees within the grace period allowed under the Union's procedure and is, therefore, to be discharged. The Company will then promptly notify the employee involved that he is to be discharged from the services of the Company and will promptly take proper steps to so discharge the employee.

9. When a member of the Union properly executes a dues or fees authorization check off form the President and Directing General Chairman of the Union will forward the necessary information to a Payroll Representative designated by the Company. A check off form must be completed in a legible manner acceptable to the Company or it will be returned to the President and Directing General Chairman of the Union for correction.

10. Any notice of revocation of checkoff authorization as provided for in this Article or the Railway Labor Act, as amended, must be in writing, signed by the employee and 2 hard copies delivered by first class mail or other mode of delivery accepted in the ordinary course of business, addressed to the President and Directing General Chairman of the Union. Dues or Service Fee deductions will be continued until 1 copy of such notice of revocation is received by the appropriate Payroll Representative from the President and Directing General Chairman of the Union.

11. An employee who has executed a check off form and who (1) has been promoted to a job which is not covered by the Agreement and in which the employee does not pay a monthly administrative fee to retain seniority pursuant to Article 7.G.3, (2) resigns from the Company, (3) is laid off and accepts employment in classifications not covered by any IAM Agreement, or (4) is otherwise terminated from the employ of the Company, will be deemed to have automatically revoked his assignment as of the date of such action. If such an employee (1) transfers back or returns to a job covered by the Agreement, (2) is rehired, (3) is recalled, or (4) is re-employed, further deductions of Union dues will be made only upon execution and receipt of another check off form. An employee who has executed a check-off form who enters layoff status directly from a position covered by this Agreement will have his dues or Service Fees deductions automatically reinstated upon direct recall to a classification covered under this Agreement.

12. The Union will be responsible to collect (1) back dues or Service Fees owed at the time of starting deductions for any employee, (2) dues or Service Fees missed because the employee was delinquent in dues or fees at the time of going on leave of absence, and (3) initiation (or reinstatement) fees or dues or Service Fees missed because of accidental errors in the Union's accounting procedure.

13. Dues or Service Fee deductions are to be withheld from the first pay date of the month. Should a deduction be missed, or in the event an insufficient amount is deducted the proper adjustment will be made from the next pay check(s) until collected.

14. Check off forms submitted to the Company at least 12 days or more before the first pay date of the month will commence deductions on that date. When a check off form is submitted to the Company that indicates an initiation (or reinstatement) fee is to be withheld that fee will be withheld equally from the first 2

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pay dates of the month and dues or Service Fee deductions will commence the following month.

15. In the event of termination of employment, there will be no obligation of the Company to collect initiation (or reinstatement) fee or dues or Service Fees until all other deductions have been made, and such obligation to collect dues or Service Fees will not extend beyond the pay period to which the employee's last day of work occurs.

16. The seniority status and rights of employees granted leaves of absence to serve in the Armed Forces will not be terminated by reason of any of the provisions of this Section B, but such employees will upon resumption of employment in classifications covered by this Agreement be governed by the provisions of Section B.2 above.

17. When an employee is to be discharged by the Company under the provisions of this Section B, the discharge will be deemed to be for cause within the meaning of the terms of this Agreement. A grievance by an employee who is to be discharged as the result of an interpretation or application of the provisions of this Section B will be subject to the following procedure:

a. Such employee who believes that the provisions of this Section B pertaining to him have been improperly interpreted or applied and who desires a review must submit his request for review in writing within 5 days from the date he receives notification of the discharge. The request will be submitted to the Vice President of Labor Relations with a copy to the President and Directing General Chairman of the Union. The Vice President of Labor Relations or his designee will review the grievance and render a written decision, to the employee, with a copy to the President and Directing General Chairman of the Union not later than 10 days following receipt of the grievance.

b. If the decision is not satisfactory to either the employee or the Union, then either may appeal the grievance directly to the System Board of Adjustment within 15 days from the date of the decision. The terms governing the Board of Adjustment will be applicable, except as otherwise specified herein.

c. During the period a grievance is pending under the provisions of this Section and until a decision is rendered by the Vice President of Labor Relations or his designee, or by the Board of Adjustment if appeal is made to that Board, the employee will not be discharged from the Company because of non-compliance with the terms of this Section A.

d. Saturdays, Sundays, and holidays will be excluded only from the time limits specified in this Section B.17.

C. Union Officials

1. The Union will notify the Company in writing of the election, appointment, or removal of Union shop steward(s). The District Lodge will notify

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the Company in writing of the Committee members at that location.

2. Effective upon the Date of Signing of this Agreement, the Company will assume the cost of a total of 150,000 hours of straight-time pay per year, to be used by shop stewards and other employees authorized by the Union for the purpose of administration of this Agreement and all other collective bargaining agreements between the Union and the Company.

a. Shop Stewards and other employees authorized by District Lodge 141 must give prior notice and report all time spent on Union business to the designated management representative.

b. The Union will apportion the total annual allotment of 150,000 hours among the Company collective bargaining agreements it administers. In the event of an increase or reduction in the number of such agreements, the parties will meet to discuss and agree upon a proportionate adjustment in the hours allotment.

3. The parties will work with each other in good faith to ensure both that: (1) employees are reasonably represented in grievances and (2) the Company's operation continues without undue delay.

4. The Union will provide the Company with the names, addresses, and phone numbers of its official Union Representatives.

5. The Company will provide the Union a reasonable amount of time as needed (not to exceed 2 hours) to participate in new-hire orientation for employees covered under this Agreement.

6. If requested by the Union and agreed to by the Company, Local Committeemen may be assigned to the Day Shift and to Saturday and Sunday as regular days off. In the event a significant dispute arises and remains unresolved it may be escalated to the level of AGC and HR at that station/location and, if not resolved, to the VP of Labor Relations and the President and Directing General Chairman.

D. Union Travel and Access to Company Facilities

1. Union Travel Employees of the Union will be furnished positive space transportation over the lines of the Company for the purpose of administering this Agreement at the level and to the extent such passes are provided to officials of other unions representing other Company work groups.

2. Bulletin Boards

a. The Company will provide bulletins boards (maximum dimension 3' x 5') acceptable to the Company for the Union's exclusive use at each station/location where employees covered by this Agreement are located. The Company and the Union will determine the placement of bulletins boards by mutual agreement.

2016 - 2021 PASSENGER SERVICE AGREEMENT

ARTICLE 8

UNION REPRESENTATION

b. No political, inflammatory, controversial, or derogatory material will be permitted on Union bulletin boards. Union bulletin boards will be used exclusively for Union notices or materials regarding the following:

- Union recreational and social affairs
- Union elections
- Union appointments and results of Union elections
- Union meetings
- Educational materials relating to contract administration
- Excerpts from official Union publications

There will be no other general distribution or posting by employees on the Company's property.

3. Union Access. The Company will sponsor the officially designated representative(s) of the Union in obtaining appropriate credentials (S.I.D.A. Badge). The Company agrees to admit to its bases the officially designated representative of the Union to transact business as is necessary for the administration of the Contract. Such business will not interfere with the operations of the Company.

Exhibit 4

**International Association of
Machinists and Aerospace Workers**



CONSTITUTION

January 1, 2017

ARTICLE VII

GENERAL SECRETARY-TREASURER

Duties

1 SEC. 1. The G.S.T. shall be the secretary and keep
2 correct records of all meetings of the E.C. and of all
3 conventions of the G.L. He/She shall cause the pro-
4 ceedings of all meetings of the E.C. to be printed in
5 pamphlet form and mail a copy thereof to each L.L.
6 within 90 days from the date the minutes of the meet-
7 ing are approved. He/She shall conduct all corre-
8 spondence in the name of the G.L., excepting
9 correspondence dealing with the duties and responsi-
10 bilities of the office of the I.P., and be subject to the
11 directions of the E.C. Whenever necessary he/she may
12 visit any L.L. or D.L. for the purpose of instructing the
13 officers in the performance of their duties. He/She
14 shall assume responsibility regarding the issuance of
15 Veteran Badges. He/She shall have the general super-
16 vision of the business of his/her office and, upon re-
17 quest, shall submit his/her books of account together
18 with all papers, files, documents, etc., in his/her pos-
19 session for the inspection of the E.C. and the certified
20 public accountant. He/She shall also codify and index
21 the various articles and sections of this Constitution.

Receipt of Funds

22 SEC. 2. The G.S.T. shall receive all funds paid to
23 the G.L. from all sources and distribute same to the
24 credit of the accounts for which they are intended.
25 District lodges, local lodges not affiliated with a full
26 service district lodge, and unaffiliated local lodges, at

ARTICLE VII

41

1 their option, may elect to have all monthly member-
2 ship dues and fees collected by the G.S.T. Initiation
3 and reinstatement fees will be reconciled with the D.L.
4 and/or L.L. The G.S.T. shall distribute the appropriate
5 amounts from the monthly dues and fees collected to
6 the D.L.s and LLs. He/She shall keep a systematically
7 arranged book account between the G.L. and each L.L.
8 He/She shall, upon request of any L.L., furnish a copy
9 of the expense account of any paid representative of
10 the G.L. for the period specified by such L.L., pro-
11 vided such request does not include a period prior to
12 the next preceding G.L. audit.

Deposit of Funds

13 SEC. 3. All monies received by the G.S.T. shall be
14 deposited daily by him/her in a bank of sound financial
15 standing in the name of the G.L., which deposit shall
16 be subject to withdrawal check signed by the G.S.T.
17 and countersigned by the I.P. He/She shall invest, in
18 conformity with the provisions as contained in SEC. 3,
19 Art. V., the accumulated G.L. funds in excess of
20 \$100,000 as directed by the E.C.

Per Capita Tax and Fees

21 SEC. 4. The G.S.T. shall collect per capita tax in
22 proportion to the business transacted as shown by the
23 regular monthly report of each L.L., in accordance
24 with the following rates, which include subscriptions
25 to the I.A.M.'s magazine, THE JOURNAL, which will
26 be published periodically, and the premium of L.L. and
27 D.L. officers' and employees' bonds as required by
28 law or G.L. policy, up to a maximum of \$10,000 as
29 prescribed in SEC. 6 of this Art.

1 Monthly per capita tax for all members:

2 Effective January 1, 2009, the monthly per capita
3 tax due G.L. shall be equal to the per capita tax in ef-
4 fect for 2008 plus \$4.00 plus the percentage increase
5 in the weighted average on a union-wide basis of one
6 hour's earnings of each L.L. member in effect on the
7 31st day of August 2008. Notwithstanding any con-
8 trary language in Article XXII, Section 9, district
9 lodges which are over the minimum D.L. per capita
10 may not add any part of this \$4.00 to their per capita
11 tax without specific authorization from the member-
12 ship and in accordance with D.L. bylaws.

13 Effective January 1, 2011, the monthly per capita
14 tax due G.L. shall be increased by \$2.00 plus the aver-
15 age of the percentage increase in the Consumer Price
16 Index for Urban Wage Earners and Clerical Workers
17 (CPI-W) as published by the U.S. Department of La-
18 bor's Bureau of Labor Statistics and the Canadian
19 Consumer Price Index as published by Statistics Can-
20 ada. The "not seasonally adjusted" indices will be
21 used. Notwithstanding any contrary language in Arti-
22 cle XXII, Section 9, district lodges which are over the
23 minimum D.L. per capita may not add any part of this
24 \$2.00 to their per capita tax without specific authori-
25 zation from the membership and in accordance with
26 D.L. bylaws.

27 Effective January 1, 2012, and each January 1 there-
28 after, the monthly per capita tax due G.L. shall be in-
29 creased by the percentage increase in the CPI indices
30 as described above.

31 Ninety percent (90%) of the regular G.L. per capita
32 tax or the reduced G.L. per capita tax, whichever is the
33 lower, shall be allocated to the General Fund. Ten per-

ARTICLE VII

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1 cent (10%) of the regular G.L. per capita tax or the re-
2 duced G.L. per capita tax, whichever is the lower, shall
3 be allocated to the Strike Fund.

4 Benefits from the Strike Fund shall be paid in accord-
5 ance with SEC. 6, Art. XVI.

6 **Monthly dues for**

7 **G.L. affiliation..... determined by the E.C.**

8 **Unemployment stamp..... \$ 1.00**

9 **Permanent retirement card**

10 **for all members \$15.00**

11 **Initiation or reinstatement per**

12 **capita tax \$15.00**

13 **Reinstatement per capita tax when dues books**

14 **or dues cards are issued by G.S.T.**

15 **(Secs. 5, 15, and 19, Art. I)..... \$15.00**

16 **G.L. initiation or**

17 **reinstatement fee..... determined by the E.C.**

18 Upon receipt of per capita tax, accompanied by the
19 report of any L.L., the G.S.T. shall furnish stamps as
20 receipts, in proportion to the number of initiations, re-
21 instatements and number of months' dues paid.
22 He/She shall also keep a record of all members affili-
23 ated with G.L.

24 The G.S.T. shall furnish a uniform dues book or
25 dues card at cost to L.Ls. in which stamps may be af-
26 fixed and cancelled. Dues books shall contain spaces
27 for the entering therein of transfers, assessments and
28 the designation of the amount of dues charged by each
29 L.L., and for the registering of votes in G.L. elections.
30 Space shall also be provided for the insertion of the
31 Congressional or Assembly District, Legislative As-
32 sembly or Parliamentary Constituency of the member.

ARTICLE XXII

83

ARTICLE XXII

DISTRICT LODGES

Definition

1 SEC. 1. A D.L. is a delegate body made up of rep-
2 resentatives duly elected from the L.Ls. within the rail-
3 road or air transport system, industry, or locality in
4 which the D.L. is established.

Purpose

5 SEC. 2. D.Ls. shall be established and chartered by
6 the G.L. upon railroads and airlines, in industries
7 where mutual shop interests require it, and in localities
8 where 2 or more L.Ls. exist, provided the total mem-
9 bership is sufficient to meet all the requirements of this
10 Art., for the purpose of securing mutual protection,
11 harmonious action, and close cooperation in all mat-
12 ters relating to the trade.

Jurisdiction

13 SEC. 3. The jurisdiction of all D.Ls. shall be deter-
14 mined and defined by the E.C.
15 Each L.L. within such jurisdiction shall become af-
16 filiated with the D.L. unless specially exempted by
17 said D.L. upon the approval of the E.C.

Authority

18 SEC. 4. D.Ls. shall have authority over and control
19 of all L.Ls. within their jurisdiction, subject to the ap-
20 proval, however, of the G.L. Effective January 1,

1 2006, all dues and assessments of the affiliated L.Ls.
2 shall be remitted monthly to the D.L. S.T. in a manner,
3 and on forms, determined by the D.L. S.T. The D.L.
4 shall remit to the G.L. the Monthly Membership and
5 Per Capita Tax Report for each affiliated L.L. The D.L.
6 shall remit to the L.L. the balance equal to the L.L.
7 dues minus G.L. and D.L. per capita taxes and required
8 affiliation fees. A detailed explanation shall accom-
9 pany the remittance. The bylaws of the D.Ls., and the
10 proposed amendments thereto, shall be submitted to
11 the I.P. for his/her examination, correction, and ap-
12 proval before final adoption. The provisions of this
13 Constitution shall, insofar as they are practical and
14 adaptable, apply to and control all D.Ls.

Minimum Wage Scales

15 SEC. 5. D.Ls. shall establish a minimum scale of
16 wages in their respective localities for members em-
17 ployed as machinery erectors, and no member of any
18 L.L. shall accept work as a machinery erector under
19 the minimum wage established for the locality where
20 employed.

21 D.Ls. may also establish minimum wage rates in
22 their respective localities wherever they are in a posi-
23 tion to enforce such rates, subject to the approval of
24 the E.C.

Qualifications for Office

25 SEC. 6. Any member in good standing who is not
26 barred from holding union office by applicable civil
27 law, or ineligible therefore under applicable provisions
28 of this Constitution, is qualified for election as a D.L.

Exhibit 5



COPY

6414 7116 8886 4033 6647 43
CERTIFIED MAIL
TRACKING NUMBER

September 8, 2017

Susan D. Marshall
u241161
156 Plainfield Road
Metuchen, NJ 08840

ARTICLE ADDRESSED TO:
Susan D. Marshall
156 Plainfield Road
Metuchen NJ 08840-1058

Post Mark
Here

FEES
Postage and Fees
Certified Mail
Return Receipt for
Registered Mail
\$4.77

9/11/17
2:35
2416
9477

Dear Susan D. Marshall,

We want to take this opportunity, once again, to welcome you to employment at United Airlines and to give you some information about the Union that represents you in the workplace. District Lodge 141 of the International Association of Machinists and Aerospace Workers (the IAM or the Machinists Union) is the collective bargaining representative for the workers at this facility, and your membership is with Local Lodge 914. You should already have received information about your rights and obligations under the contract between the IAM and the Company and the many important benefits that come with IAM membership.

We want to reiterate that the wages, health insurance, retirement benefits, and other protections provided by this collective bargaining agreement were not provided by the Company as an act of generosity. Rather, they are the result of the collective bargaining process. Without the legal protection of the collective bargaining agreement, your employer would be free to change or even eliminate health insurance, vacations and holidays, retirement, and many other benefits you will enjoy. And, without a strong union supported by the employees, the Union's ability to protect and improve your wages and benefits in the future may suffer.

We encourage you to join your union. The Union's Membership Application, Check-Off Authorization, Notice of Rights under your collective bargaining agreement, and the contract's union security clause are enclosed. The complete bargaining agreement can be found on our website at www.iam141.org.

Please note that your fellow employees voted to include in the collective bargaining agreement a provision requiring all employees to pay monthly dues or fees to the Union. We think this is only fair because every employee of this Company benefits from the hard won collective bargaining agreement. But more importantly, it was the democratically reached decision of your co-workers.

As explained in the enclosure, while monthly fees or dues payments are required, formal membership in the Union is not required. You should understand, however, that if you decline membership you will be giving up the right to vote for Union officers, attend meetings to determine bargaining demands, or participate in the ratification of collective bargaining agreements and strike votes; the right to serve on negotiating committees; the right to serve as delegates to the International Union's Convention; as well as the right to enjoy the benefits provided by the Union Privilege Program, including low-interest credit cards, prescription drug cards, life insurance, legal and travel services.

Susan D. Marshall
September 8, 2017
Page 2

According to the IAM's records, you are recognized as a fee objector. Therefore, your fee will be reduced per the letter you received. The reduced union initiation fee is \$77.87 and the reduced non-member fee is \$43.26/month. You should have already received notice of the obligation to pay initiation and monthly dues or fees when you joined the bargaining unit, but whether or not you did, you now have thirty (30) days from the date of this letter to make your initial payments of the initiation/reinstatement fee and the first month's dues. If you fall two months in arrears in making the required payments you will be terminated from employment under the terms of the collective bargaining agreement. Also note the legal obligations set out in the material enclosed.

After making these payments, you must continue to be in compliance with your financial obligations by making monthly payments to the union. The easiest way to meet your obligation going forward is to sign the attached check-off authorization, so that your monthly fees are automatically deducted from your paycheck. If you do not authorize check-off, you are responsible to make monthly payments by check to the union. Even if you agree to check-off, you still should send your first payment for initiation/reinstatement fee and one month's dues or fees to this office by check.

Please fill out and return the application with your payment of \$121.13 to I.A.M.A.W District Lodge 141 at the address indicated on the letterhead. If you have any questions about these materials or have some explanation for nonpayment, please do not hesitate to contact us.

The Union belongs to its members, and we want every bargaining unit employee we represent to be an active, involved union member. Anytime you wish to become a member, just seek out a union representative and we will help you accomplish that.

Feel free to call our toll-free number at 888-608-1411 for any questions.

In Solidarity,



Alexander Gerulis
Secretary Treasurer

Enclosure

cc: S. Pantoja – GVP, Transportation
J. Tiberi – COS, Transportation
O. Cabrera – L914 ST



COPY

September 8, 2017

Linda Rizzo-Rupon
u222104
126 Main St
Whitehouse Station, NJ 08889

Dear Linda Rizzo-Rupon,

We want to take this opportunity, once again, to welcome you to employment at United Airlines and to give you some information about the Union that represents you in the workplace. District Lodge 141 of the International Association of Machinists and Aerospace Workers (the IAM or the Machinists Union) is the collective bargaining representative for the workers at this facility, and your membership is with Local Lodge 914. You should already have received information about your rights and obligations under the contract between the IAM and the Company and the many important benefits that come with IAM membership.

We want to reiterate that the wages, health insurance, retirement benefits, and other protections provided by this collective bargaining agreement were not provided by the Company as an act of generosity. Rather, they are the result of the collective bargaining process. Without the legal protection of the collective bargaining agreement, your employer would be free to change or even eliminate health insurance, vacations and holidays, retirement, and many other benefits you will enjoy. And, without a strong union supported by the employees, the Union's ability to protect and improve your wages and benefits in the future may suffer.

We encourage you to join your union. The Union's Membership Application, Check-Off Authorization, Notice of Rights under your collective bargaining agreement, and the contract's union security clause are enclosed. The complete bargaining agreement can be found on our website at www.iam141.org.

Please note that your fellow employees voted to include in the collective bargaining agreement a provision requiring all employees to pay monthly dues or fees to the Union. We think this is only fair because every employee of this Company benefits from the hard won collective bargaining agreement. But more importantly, it was the democratically reached decision of your co-workers.

As explained in the enclosure, while monthly fees or dues payments are required, formal membership in the Union is not required. You should understand, however, that if you decline membership you will be giving up the right to vote for Union officers, attend meetings to determine bargaining demands, or participate in the ratification of collective bargaining agreements and strike votes; the right to serve on negotiating committees; the right to serve as delegates to the International Union's Convention; as well as the right to enjoy the benefits provided by the Union Privilege Program, including low-interest credit cards, prescription drug cards, life insurance, legal and travel services.

Linda Rizzo-Rupon
September 8, 2017
Page 2

According to the IAM's records, you are recognized as a fee objector. Therefore, your fee will be reduced per the letter you received. The reduced union initiation fee is \$77.87 and the reduced non-member fee is \$43.26/month. You should have already received notice of the obligation to pay initiation and monthly dues or fees when you joined the bargaining unit, but whether or not you did, you now have thirty (30) days from the date of this letter to make your initial payments of the initiation/reinstatement fee and the first month's dues. If you fall two months in arrears in making the required payments you will be terminated from employment under the terms of the collective bargaining agreement. Also note the legal obligations set out in the material enclosed.

DONE

DONE

After making these payments, you must continue to be in compliance with your financial obligations by making monthly payments to the union. The easiest way to meet your obligation going forward is to sign the attached check-off authorization, so that your monthly fees are automatically deducted from your paycheck. If you do not authorize check-off, you are responsible to make monthly payments by check to the union. Even if you agree to check-off, you still should send your first payment for initiation/reinstatement fee and one month's dues or fees to this office by check.

AND
DONE

Please fill out and return the application with your payment of \$121.13 to I.A.M.A.W District Lodge 141 at the address indicated on the letterhead. If you have any questions about these materials or have some explanation for nonpayment, please do not hesitate to contact us.

The Union belongs to its members, and we want every bargaining unit employee we represent to be an active, involved union member. Anytime you wish to become a member, just seek out a union representative and we will help you accomplish that.

Feel free to call our toll-free number at 888-608-1411 for any questions.

In Solidarity,


Alexander Gerulis
Secretary Treasurer

Enclosure

cc: S. Pantoja - GVP, Transportation
J. Tiberi - COS, Transportation
O. Cabrera - L914 ST



COPY

8414 7118 8858 4033 8832 28
CERTIFIED MAIL
TRANSMISSION RECEIPT

September 8, 2017

Noemio M. Oliveira
u242113
2275 Biddle Lane
Easton, PA 18040



ARTICLE ADDRESSED TO:
Noemio M. Oliveira
2275 Biddle Lane
Easton PA 18040-8084

Dear Noemio M. Oliveira,

We want to take this opportunity, once again, to welcome you to employment at United Airlines and to give you some information about the Union that represents you in the workplace. District Lodge 141 of the International Association of Machinists and Aerospace Workers (the IAM or the Machinists Union) is the collective bargaining representative for the workers at this facility, and your membership is with Local Lodge 914. You should already have received information about your rights and obligations under the contract between the IAM and the Company and the many important benefits that come with IAM membership.

We want to reiterate that the wages, health insurance, retirement benefits, and other protections provided by this collective bargaining agreement were not provided by the Company as an act of generosity. Rather, they are the result of the collective bargaining process. Without the legal protection of the collective bargaining agreement, your employer would be free to change or even eliminate health insurance, vacations and holidays, retirement, and many other benefits you will enjoy. And, without a strong union supported by the employees, the Union's ability to protect and improve your wages and benefits in the future may suffer.

We encourage you to join your union. The Union's Membership Application, Check-Off Authorization, Notice of Rights under your collective bargaining agreement, and the contract's union security clause are enclosed. The complete bargaining agreement can be found on our website at www.iam141.org.

Please note that your fellow employees voted to include in the collective bargaining agreement a provision requiring all employees to pay monthly dues or fees to the Union. We think this is only fair because every employee of this Company benefits from the hard won collective bargaining agreement. But more importantly, it was the democratically reached decision of your co-workers.

As explained in the enclosure, while monthly fees or dues payments are required, formal membership in the Union is not required. You should understand, however, that if you decline membership you will be giving up the right to vote for Union officers, attend meetings to determine bargaining demands, or participate in the ratification of collective bargaining agreements and strike votes; the right to serve on negotiating committees; the right to serve as delegates to the International Union's Convention; as well as the right to enjoy the benefits provided by the Union Privilege Program, including low-interest credit cards, prescription drug cards, life insurance, legal and travel services.

Noemio M. Oliveira
September 8, 2017
Page 2

The union initiation fee is \$100.00 and the dues rate is \$57.34/month. You should have already received notice of the obligation to pay initiation and monthly dues or fees when you joined the bargaining unit, but whether or not you did, you now have thirty (30) days from the date of this letter to make your initial payments of the initiation/reinstatement fee and the first month's dues. If you fall two months in arrears in making the required payments you will be terminated from employment under the terms of the collective bargaining agreement. Also note the legal obligations set out in the material enclosed.

After making these payments, you must continue to be in compliance with your financial obligations by making monthly payments to the union. The easiest way to meet your obligation going forward is to sign the attached check-off authorization, so that your monthly fees are automatically deducted from your paycheck. If you do not authorize check-off, you are responsible to make monthly payments by check to the union. Even if you agree to check-off, you still should send your first payment for initiation/reinstatement fee and one month's dues or fees to this office by check.

Please fill out and return the application with your payment of \$157.34 to I.A.M.A.W District Lodge 141 at the address indicated on the letterhead. If you have any questions about these materials or have some explanation for nonpayment, please do not hesitate to contact us.

The Union belongs to its members, and we want every bargaining unit employee we represent to be an active, involved union member. Welcome to the IAM!

Feel free to call our toll-free number at 888-608-1411 for any questions.

In Solidarity,



Alexander Gerulis
Secretary Treasurer

Enclosure

cc: S. Pantoja – GVP, Transportation
J. Tiberi – COS, Transportation
O. Cabrera – IS'14 ST

Exhibit 6



7/17/2018

Linda Rizzo-Rupon
U222104
126 Main Street
Whitehouse Station, NJ 08889-3692

Re: Objector Fee Payments

Dear Ms. Linda Rizzo-Rupon,

Below is the status of your payments for 2018:

Jan-18, #1276, \$43.26 deposited by DL141
Feb-18, #1279, \$43.26, deposited by DL141
Mar-18, #1286, \$43.26, returned to you, requested that it be sent to Local 914
Apr-18, #1300, \$44.01, returned to you, requested that it be sent to Local 914
May-18, #1369, \$44.01 forwarded it to Local 914 for deposit
Jun-18, #1316, \$44.01, deposited by DL141
Jul-18, #1323, \$44.01, deposited by DL141

As of today, Local 914 has not yet received your March and April payments. Please forward the payments to them as soon as possible. As you might be aware, when the payment falls two months behind, you could be charged a reinstatement fee which is equivalent to 3 times monthly fees.

Please kindly discard this notice if the payments have been sent recently. Feel free to call if you have any questions.

Payling Massingill
Assistant to Secretary Treasurer
IAMAW District Lodge 141
1771 Commerce Drive, Suite 103
Elk Grove Village, IL 60007
Office 847-640-2222 ext 152
Cell 650-759-0822

cc: A. Gerulis, ST
R. Creighton, AGG
T. Galante, ST

Exhibit 7

Lin Rizzo-Rupon
U222104

December 27, 2018

I.A.M. District Lodge 141
1785 Commerce Drive
Suite 101
Elk Grove Village, IL 60007-2139

Dear Sir or Madam,

Enclosed you will find copies of two checks that you returned to me because you "requested that it be sent to Local 914."

Since I was instructed in your letter dated September 8, 2017, to send all payments to the Illinois address, and since you have been accepting and cashing all prior and subsequent checks sent to that original address, I will again attempt to remit these payments reflecting my March 1 and April 1 payments.

Regards,

Lin Rizzo-Rupon

Encs. 3
Ck #1372
Ck # 1373
Copies of Returned Cks.

LINDA RIZZO-RUPON 11-06
120 MAIN STREET
WHITEHOUSE STATION, NJ 08889-3692

1372
55-136/372
279

27 Dec '18
Date

Pay to the Order of FAM District Judge 141 \$ 43⁰⁰

Forty Three and 26/100 Dollars  Printed on Demand

Bank

America's Most Convenient Bank

For replace check # 1386
for 2/1/18 payment

1372

LINDA RIZZO-RUPON 11-06
120 MAIN STREET
WHITEHOUSE STATION, NJ 08889-3692

1373
55-136/511
822

27 Dec '18
Date

Pay to the Order of FAM District Judge 141 \$ 44⁰⁰

Forty Four and 01/100 Dollars  Printed on Demand

Bank

America's Most Convenient Bank

For replace check # 1300
for 4/1/18 payment.

1373

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Linda Rizzo-Rupon, Susan Marshall, Noemio Oliveira

(b) County of Residence of First Listed Plaintiff Hunterdon County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Moench Law, LLC, 1303 Roger Avenue, Bridgewater, NJ 08807
908-208-1910

DEFENDANTS

International Association of Machinists and
Aerospace Workers, AFL-CIO District 141 Local 914, et al.

County of Residence of First Listed Defendant Union County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 28 USC 2201 and First and Fifth Amendments to the United States Constitution
 Brief description of cause:
 The Railway Labor Act's authorization of compulsory agency fees is unconstitutional

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ undetermined CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 1/8/2019 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____